



3.

Wal-Mart Stores East, LP, is a Delaware limited partnership. WSE Management, LLC is the general partner of Wal-Mart Stores East, LP with its citizenship in Delaware and WSE Investment, LLC is the limited partner of Wal-Mart Stores East, LP with its citizenship in Delaware. [See Exhibit “B”].

4.

WSE Management, LLC is a Delaware limited liability company. The sole member of WSE Management, LLC is Wal-Mart Stores East, LLC, an Arkansas limited liability company. Wal-Mart Stores East, LLC’s parent company, and sole member, is Wal-Mart Inc., an Arkansas corporation. [See Exhibit “C”].

6.

WSE Investment, LLC is a Delaware limited liability company whose sole member is Wal-Mart Stores East, LLC, an Arkansas limited liability company. Wal-Mart Stores East, LLC’s parent company, and sole member, is Wal-Mart Inc., an Arkansas corporation. [See Exhibit “D”].

7.

Further, the sole member, and parent company, of Wal-Mart Stores East, LLC is Wal-Mart Inc., an Arkansas corporation. As such, there is complete diversity of citizenship between the parties to this action as required under 28 U.S.C. §1332. [See “Exhibit E”].

8.

Plaintiff is a Georgia resident. [See Complaint, ¶ 3.]

9.

With respect to removal on the basis of diversity jurisdiction, this removal is timely because it has been filed within thirty (30) days after receipt by Defendant, through service or otherwise, a copy of an “other paper” from which Defendant ascertained this case is removable. Specifically, on June 3, 2019, Defendant received Plaintiff’s Supplemental Document Disclosures via electronic mail indicating for the first time that Plaintiff’s damages exceeded \$75,000.00. See “Exhibit F,” June 3, 2019 Email from Plaintiff’s Counsel Disclosing Additional Documentation.

10.

The amount in controversy between Plaintiff and Defendant exceeds the sum of \$75,000.00. Plaintiff has provided past medical bills to Defendant totaling \$162,399.58. Defendant states that this figure is submitted to the Court solely for purposes of establishing the amount in controversy between the parties and that after discovery, the actual amount in controversy may differ and that Defendant does not admit any liability to Plaintiff nor agree that these damages are proximately related to the claims alleged by the Plaintiff.

11.

This Court has jurisdiction of this matter pursuant to 28 U.S.C. § 1332 (a) because complete diversity exists between the parties and the amount in controversy exceeds \$75,000.00.

12.

By service of a copy of this Notice of Removal as evidenced by the Certificate of Service attached, Defendant hereby gives notice of such removal to Plaintiff.

**Wherefore**, Defendant prays that this Court take cognizance and jurisdiction over this claim from the State Court of Coffee County, Georgia, and that this action shall proceed as removed and under this Court's jurisdiction under 28 U.S.C. § 1332.

This 7th day of June, 2019.

**DREW, ECKL & FARNHAM, LLP**

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